

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM558348

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunny Sky Products, LLC		12/31/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Agent		
<b>Street Address:</b>	191 N. Wacker Drive, 30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5765185	PURE CRAFT BEVERAGES	
<b>Registration Number:</b>	5666345	TURBO ENERGY DRINK	
<b>Registration Number:</b>	5639222	UPOURIA	
<b>Registration Number:</b>	2312225	AMFOTEK	
<b>Serial Number:</b>	88647000	VIVA SOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3122013865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd., 55 E. Monroe St.		
<b>Address Line 2:</b>	Ste 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6492.259		
<b>NAME OF SUBMITTER:</b>	Sharon Patterson		
<b>SIGNATURE:</b>	/sharon patterson/		
<b>DATE SIGNED:</b>	01/21/2020		

OP \$140.00 5765185

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of December, 2019, by Sunny Sky Products, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of January 29, 2018 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of January 29, 2018 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, a lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, whether now owned or existing and hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks; and

(ii) all products, royalties and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with such Trademarks.

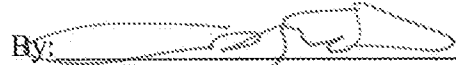
3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature page follows]

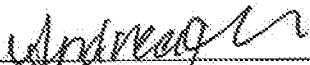
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SUNNY SKY PRODUCTS, LLC,  
a Delaware limited liability company

By:   
Name: W. Ashley Edens  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By:   
Name: Andrea Tunick  
Title: Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	DATE
PURE CRAFT BEVERAGES	5765185	5/28/19
TURBO ENERGY DRINK	5666345	1/29/19
UPOURIA	5639222	12/25/18
AMFOTEK	2312225	1/25/00

TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	DATE
VIVA SOL	88647000	10/8/19